

**MEMORANDUM OF INTENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND**

Whereas, the United States Department of Agriculture (USDA), pursuant to its authority to disseminate information regarding good nutrition has developed the MyPyramid Food Guidance System.

Whereas, _____, intends to engage in one or more of the following:

- Promote MyPyramid and develop a complimentary product, program, or campaign for consumers, and/or
- Develop a new packaging initiative that assists consumers in following MyPyramid recommendations and monitoring portion sizes, and/or
- Encourage physical activity through a product promotion or consumer education campaign.

; and

Whereas, USDA and _____ have common goals of ensuring the completeness and accuracy of all information on nutrition disseminated to the public, particularly such information directed at school-age children and their parents:

Therefore, USDA and _____ agree to the following:

1. USDA will, if requested:

- 0.1 Make available directly to _____ MyPyramid.gov graphics, educational materials and other publicly available nutrition information developed by USDA; and
- 0.2 Provide technical assistance through a MyPyramid message guide to assure accuracy of nutrition information to be disseminated by _____ to the public.

2. _____ agrees:
- 0.1 To make every reasonable effort to ensure the completeness and accuracy of the nutrition information that it incorporates into the _____ MyPyramid advertising, marketing program, product development, or initiative; and
- 0.2 To cite USDA as the source of MyPyramid whenever _____ uses it.
3. USDA and _____ mutually agree as follows:
1. It is the policy of USDA not to endorse any commercial enterprise or product; therefore, _____ may not cite USDA in any way so as to suggest USDA endorsement of _____ or a _____ product, program, and/or initiative.
 2. This memorandum of intent (MOI) is not a contractually binding agreement between the parties, nor is it a funds obligating document.
 3. This MOI will become effective upon the signature of both parties and shall remain in effect for two years from the date of execution.
 4. This MOI may be modified or extended by mutual written agreement, and may be terminated at any time by either party upon written notice to the other party.

Executed in duplicate on the dates indicated below:

USDA

Date

Date